

AG Contract No. KR02-1978TRN
ADOT ECS File No. JPA 02-155
Project No. TEA 022-4(44)P
TRACS No. H4159 01C
Section: US 70, Thatcher - Safford
(Sidewalks, Lighting, Signal)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF THATCHER

THIS AGREEMENT is entered into 23rd December, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF THATCHER, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State is constructing roadway improvements, curb, gutter and sidewalks, roadway lighting, traffic signal and drainage improvements on US-70, within the City. The purpose of this agreement is to set forth the responsibilities of the parties for the operation and maintenance of the lighting system to be installed on US 70 from 2nd Avenue (Station 4216+09) to 20th Avenue (Station 4296+18), electrical energy for the traffic signal at US 70 and Stadium Avenue, and all sidewalks within the Town limits, hereinafter referred to as the Project, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25706
Filed with the Secretary of State
Date Filed: 12/23/02

Petrey Gayles
Secretary of State

By: Tim V. Greenwald

II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve Town's review comments.

b. Call for bids, and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Confer with the Town on any Project related construction change orders. Be responsible for State construction change orders related to the Project and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Upon completion approve and accept the Project on behalf of the parties hereto, and provide maintenance to the roadway inside the State rights-of-way and maintenance of the storm drainage system.

d. Upon completion and acceptance of the traffic signal by the State, provide maintenance to the signal at US 70 and Stadium Avenue and ancillary equipment, all at State expense.

2. The Town will:

a. Review the design documents and provide comments. Be responsible for any Project related construction change orders requested by the Town. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the Town.

b. Upon completion and acceptance of the Project by the State, the Town will provide electrical energy to operate and maintain the street lighting and the traffic signal at US 70 and Stadium Avenue, provide maintenance to roadway inside the Town limits and provide maintenance to all sidewalks inside or outside of State rights-of-way, all at Town's expense.

c. Grant the State perpetual right of entry access outside the State rights-of-way, as required to perform maintenance of the signal at US 70 and Stadium Avenue and ancillary equipment.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, with thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

Town of Thatcher
Town Manager
Box 670
Thatcher, AZ 85552

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF THATCHER

STATE OF ARIZONA

Department of Transportation

By Charles M. Morris
CHARLES M. MORRIS
Mayor

By William J. Higgins
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

ATTEST

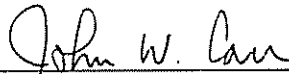
By Terry Hinton
TERRY HINTON
Town Clerk

JPA 02-155

RESOLUTION

BE IT RESOLVED on this 25th day of June, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Thatcher, for the purpose of defining responsibilities for the operation and maintenance for roadway improvements, curb, gutter and sidewalks, roadway lighting, traffic signal and drainage improvements on US-70, within the Town.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

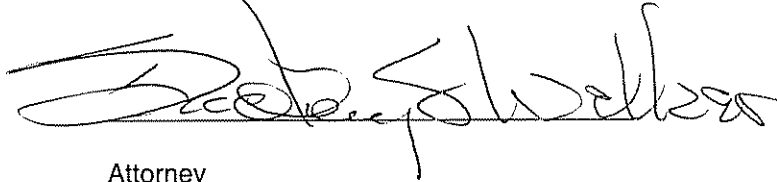


JOHN W. CARR, P.E., Staff Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

APPROVAL OF THE TOWN OF THATCHER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF THATCHER and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 22nd day of NOVEMBER, 2002.

A handwritten signature in black ink, appearing to read "Scott Walker", written over a horizontal line.


Attorney

RESOLUTION NO. 426-2002

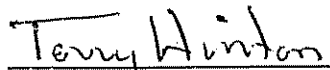
A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF THATCHER, GRAHAM COUNTY, ARIZONA, AUTHORIZING THE MAYOR AND MANAGER TO EXECUTE FOR AND ON BEHALF OF THE TOWN OF THATCHER, ARIZONA, AN AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF THATCHER TO SET FORTH THE RESPONSIBILITIES OF BOTH PARTIES CONCERNING THE OPERATION AND MAINTENANCE OF IMPROVEMENTS BETWEEN 20TH AVENUE AND STADIUM AVENUE WITHIN THE TOWN OF THATCHER.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF THATCHER, GRAHAM COUNTY, ARIZONA, that the Mayor and Manager are hereby authorized to execute for and on behalf of the Town of Thatcher, Arizona, a Highway Expansion and Extension Loan Program, which Agreement is duly presented to the Town Council, and which Program is hereby approved.

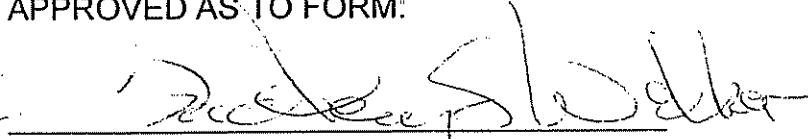
PASSED AND ADOPTED by the Town Council of the Town of Thatcher, Graham County, Arizona, this 19th day of November 2002.


Charles Morris, Mayor

ATTEST:


Terry Hinton, Town Clerk

APPROVED AS TO FORM:


Dudley Welker, Town Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR02-1978TRN (JPA 02-155), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 12, 2002.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.